DOT File No.: JPA 93-195

DOA File No.: OEG File No.:

Project: Personnel Study

INTERAGENCY AGREEMENT

AMONG

THE DEPARTMENT OF ADMINISTRATION,
THE GOVERNOR'S OFFICE FOR EXCELLENCE IN GOVERNMENT
AND

THE DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is entered into Bollows, 1993, between agencies of the STATE OF ARIZONA, to wit; the DEPARTMENT OF ADMINISTRATION, acting by and through its Director (the "DOA"), the DEPARTMENT OF TRANSPORTATION, acting by and through its Director of Administrative Services the "DOT") and the GOVERNOR'S OFFICE FOR EXCELLENCE IN GOVERNMENT, acting by and through its Director (the "OEG").

I. RECITALS

- 1. The DOT is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
- 2. The DOA is empowered by Arizona Revised Statutes Section 41-761 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the DOA.
- 3. The OEG is empowerd by Executive Order 92-32 to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the OEG.
- 4. The parties hereto desire to participate in a joint effort to study, review and evaluate various state personnel processes and procedures through a joint workshop to be conducted at DOT's Human Resource Center, with a view towards seeking new methods and innovative ways to improve the overall state personnel system, at an overall estimated cost of \$8,400.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The DOT will:

- a. Make available to the workshop the expertise and specialized experience of its "on-call" consultant currently under contract. Administer the necessary contract modification and make appropriate payments to the consultant on behalf of the parties hereto.
- b. Participate in the workshop with its own personnel, and be responsible for a portion of the outside costs of the consultant in an amount not to exceed \$1,400.00.
- c. Invoice the OEG for its share of the reasonable direct actual cost of the DOT consultant, in an amount not to exceed \$2,500.00.
- d. Invoice the DOA for its share of the reasonable direct actual cost of the DOT consultant, in an amount not to exceed \$3,100.00.

2. The OEG will:

- a. Participate in the workshop with its own personnel, and be responsible for a portion of the outside consultant costs of the workshop in an amount not to exceed \$2,500.00.
- b. Reimburse DOT within thirty (30) days after receipt of an invoice.

3. The DOA will:

- a. Obtain an additional consultant for the workshop and be responsible for that cost, in an amount estimated at \$1,400.00.
- b. Participate in the workshop with its own personnel, and be responsible for a portion of the DOT consultant cost for the workshop in an amount not to exceed \$3,100.00.
- c. Reimburse DOT within thirty (30) days after receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

- 1. This agreement shall remain in force and effect until completion of said workshop and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance under this contract, upon ten (10) days written notice to the other party.
- 2. This agreement shall become effective upon execution by the parties hereto.
- 3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
- 4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
- 5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.
- 6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation Joint Project Administration 205 South 17 Avenue, Mail Drop 616E Phoenix, AZ 85007

Governor's Office For Excellence In Government Director 1700 W. Washington - West Wing Suite 300 Phoenix, AZ 85007

Arizona Department of Administration Director for Personnel 1831 W. Jefferson Street Phoenix, AZ 85007 Page 4 JPA 93-195

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF ARIZONA

DEPARTMENT OF ADMINISTRATION

DEPARTMENT OF TRANSPORTATION

By J. ELLIOTT HIBBS, Director

SUZANNE H. SALE, Director Administrative Services

GOVERNOR'S OFFICE FOR EXCELLENCE IN GOVERNMENT

TIMOTHY L. BONCOSKEY Director